



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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April 1, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to award a grant to the Merrimack Village District (VC# 160038 B001), Merrimack, NH in the amount not to exceed \$405,000 for water system improvements under the provisions of RSA 485:F, effective upon Governor & Council approval through December 1, 2020. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the account as follows:

| | |
|---------------------------------------------------------------------------------------|----------------|
| 03-44-44-442010-3904-073-500580 | <u>FY 2019</u> |
| Dept Environmental Services, Drinking Water and Groundwater Trust, Grants Non-Federal | \$405,000 |

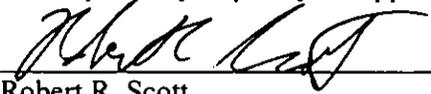
EXPLANATION

The Drinking Water and Ground Water Trust Fund was created in 2016, using \$276 million of MtBE trial judgement funds, as authorized by RSA 485-F. The purpose of the Trust Fund is to provide sustainable, long-term funding for the protection, preservation, and enhancement of the drinking water and groundwater resources of the state. The Drinking Water and Groundwater Advisory Commission was established to administer the Trust Fund and to provide guidance to the State on the use of the Trust Fund.

On August 30, 2018, the Advisory Commission voted to authorize grants and loans for nineteen drinking water improvement projects. The Merrimack Village District's Wells 4 & 5 Water Treatment Plant Project request for \$405,000 was selected for grant funding from the Drinking Water and Groundwater Trust Fund. The District will use the grant funds to construct a new water treatment plant in order to reduce per- and polyfluoroalkyl substances (PFAS) levels for wells #4 and #5. The project will improve water quality for the District.

This agreement has been approved by the Attorney General's Office as to form, substance and execution.

We respectfully request your approval,


Robert R. Scott
Commissioner

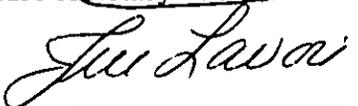
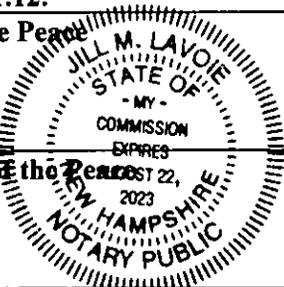
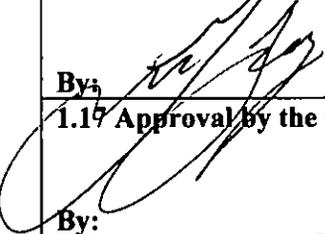
Subject: Merrimack Village District

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification.

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| 1.1 State Agency Name NH Department of Environmental Services | | 1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301 | |
| 1.3 Grantee Name Merrimack Village District | | 1.4 Grantee Address 2 Greens Pond Road, Merrimack, NH 03054 | |
| 1.5 Effective Date Upon G&C Approval | 1.6 Completion Date December 1, 2020 | 1.7 Audit Date N/A | 1.8 Grant Limitation \$405,000 |
| 1.9 Grant Officer for State Agency Erin Holmes, Drinking Water & Groundwater Trust Fund, NH Department of Environmental Services | | 1.10 State Agency Telephone Number 603-271-8321 | |
| 1.11 Grantee Signature  | | 1.12 Name & Title of Grantee Signor Ronald Miner, Jr. Superintendent | |
| 1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> | | | |
| On <u>3/29/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [SEAL]  | |  | |
| 1.13.2 Name & Title of Notary Public or Justice of the Peace Jill Lavoie Notary Public | | | |
| 1.14 State Agency Signature(s)  | | 1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner NH Department of Environmental Services | |
| 1.16 Approval by Attorney General (Form, Substance and Execution) | | | |
| By:  | | On: <u>4/15/19</u> | |
| 1.17 Approval by the Governor and Executive Council | | | |
| By: | | On: | |

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as the "Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as the "Completion Date").

5. **GRANT AMOUNT: LIMITATION ON AMOUNT: PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities, which shall impose any obligations, or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grantee officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grantee Officer, and his/her decision on any dispute, shall be final.

9. **DATA: RETENTION OF DATA: ACCESS.**

9.1 As used in this Agreement, the word data shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT: REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the grant amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

12. **TERMINATION.**

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no

Grantee Initials *RM*
Date *3/20/19*

event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workers' compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

17. **INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New

Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Grantee Initials DM
Date 3/29/19

EXHIBIT A
SCOPE OF SERVICES

Merrimack Village District:

The Merrimack Village District (MVD) will use the grant funds to construct a new water treatment plant in order to reduce per- and polyfluoroalkyl substances (PFAS) levels for wells #4 and #5. The existing buildings at both wells will be demolished, as well as the existing lime feed building. Controls and chemical treatment for both wells will be housed in the new treatment building. The project will include the following components:

- New well pumps for Wells #4 and #5
- Packaged GAC pressure adsorption system for PFAS removal
- Chemical feed systems
- Building and ancillary systems (HVAC, electrical, controls, etc.)
- Controls incorporated into existing SCADA system
- Emergency generator
- Connection to sewer for sanitary waste
- New infiltration basin for backwash water during media replacement

Grant funds will cover engineering, bidding and construction costs for the project.

EXHIBIT B
BUDGET & PAYMENT METHOD

The NHDES shall pay to the Grantee the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made by the Grantee using the Drinking Water and Groundwater Trust Disbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

In accordance with the funding plan presented in the Grantee's pre-application (\$3,755,000 outside funding sources and \$405,000 Drinking Water and Groundwater Trust Fund (DWGTF) grant), each disbursement request will be paid 9.7% of eligible expenses as grant funds. The total reimbursement shall not exceed the grant award of \$405,000. Requests for grant funds will be no more than monthly.

EXHIBIT C
SPECIAL PROVISIONS

Changes to the Scope of Services require NHDES approval in advance. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.6).

Grantee Initials RM
Date 3/29/19

Certificate of Vote of Authorization

**MERRIMACK VILLAGE DISTRICT PUBLIC WATER SYSTEM
2 Greens Pond Road, Merrimack, NH 03054**

I, Ronald Miner, Jr., Superintendent, (NAME/TITLE) of the

Merrimack Village District Public Water System, (WATER SYSTEM) do hereby certify

that at a special meeting held on December 17, 2018, (DATE)

the Merrimack Village District (governing body) voted to enter into a grant agreement with the NH Department Environmental Services to fund asset management and financial planning initiatives through a matching grant program.

The Water System further authorized the Ronald Miner, Jr., Superintendent (NAME/TITLE) to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set me hand as Superintendent

(TITLE) of Merrimack Village District Public Water System, (WATER SYSTEM NAME) the 20 day

of February 2019.

Signature Ronald Miner Jr.

STATE OF NEW HAMPSHIRE

County of Hillsborough

On this 20th day of February, 2019, before me Jill M Lavoie (Notary

Public) the undersigned Officer, personally appeared. Ronald Miner, Jr., who

acknowledged himself to be the Superintendent (TITLE) of the Merrimack Village District Public Water System, (WATER SYSTEM NAME), being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal.

Notary Public Jill Lavoie My commission expires: 8/22/23



**Board of Commissioners
Minutes
December 17, 2018
(approved February 25, 2019)**

Present: J. Comer, T. Pellegrino, G. Keller, W. von Schoen, D. Provencher,
Superintendent R. Miner, Business Manager/Water Quality Support J. Lavoie

A consultation with Attorney was held in Non-Public session. No minutes were recorded for this attorney/client consultation.

Financial Review – November 2018 – Michele Holton

M. Holton noted that 42.67% of the budget year is complete. The revenues are at 43.5% and the expenditures are at 39%. She will be speaking with investment representatives to explore investing options for the District's funds. The District will be changing payroll companies due to some issues with the current payroll company. W. von Schoen asked that the prior month's balances be listed on the bank balance report. M. Holton replied that the requested information will be added to the report going forward.

1. Approve minutes from the October 15, 2018 Public Session (tabled from the 11/19/18 meeting) and the November 19, 2018 Public Session.

A motion was made by T. Pellegrino and seconded by D. Provencher to accept the minutes of October 15, 2018 as written. The motion passed 5-0-0.

The minutes for the meeting of November 19, 2018 meeting were tabled to the next meeting of the Board.

2. Board of Commissioners to discuss with Mike Metcalf of Underwood Engineers:

a. Final Feasibility Treatment Report for PFAS at Wells 2, 3, 7 and 8

M. Metcalf noted that the report had been finalized and addressed the questions previously raised by the BOC (see November minutes). He reiterated the answers to some of those questions, i.e. 1) PFBA will break through resins faster than other PFAS compounds, but it will break through even faster with GAC, 2) The rapid scale small column test (RSSCT) was done on Well 4 & 5 water only. No RSSCT's have been conducted on water from Wells 2, 3, 7, and 8, 3) GAC should be backwashed at start-up only, 4) There is no TOC data on Wells 2, 3, 7 & 8 except for tests on Wells 7 & 8 during the iron and manganese treatment pilot test, 5) Advanced oxidation is not really effective treatment for PFOA or PFOS, 6) There is no definitive experience or cost for systems using Zeolite. This is currently being tested and it may be a future option.

The "change out" time for GAC has been altered to one year. The "change out" time for resins is 1.5 years. These numbers affected the O&M numbers. D. Provencher questioned whether GAC change out being reduced from 2 to 1 year changes the projections for wells 4 & 5 in the Saint Gobain Performance Plastics (SGPP) Settlement Agreement. M. Metcalf noted he would look back to see the "change out" times projected for the treatment of wells 4 & 5, but he thinks the number used was 1.5 years. D. Provencher confirmed the Settlement Agreement assumed 2 years.

The recommendations in this report remain the same as in the draft report. The capital costs also remain the same. The next step in this process is the 30% preliminary design phase. He noted that if more information is obtained it will be added as a supplement to this report.

b. Final Water Rate Study Update

K. Pratt noted that some changes were made to the rate study to capture some changes that have taken place of the last few months, including a change to the Capital Reserve Fund contribution and the shortening of the GAC life. The O&M for wells 4 & 5 of \$106,000 (paid by SGPP) is assumed in his update so it won't impact rates until 5-years of operation. Rate increases are needed due to on-going expenditures. The PFAS projects have been separated out in the study update. The assumption is that consumption remains flat. There is a 3% increase in operating expenditures included for every year. The rate increases needed are 13% in the upcoming fiscal year and another 13% in the following fiscal year. Additional rate increase of 12%, 21%, or 40% are needed in FY2022 depending on the PFAS treatment pursued. Changes to this update could be made based on changes to the Capital Improvement Plan (CIP). If the proposed rate increases are made the District's rate-payers will now be paying rates close to the state average.

D. Provencher noted that this report answered all of his questions. The challenge to the Commissioners is to explain the two 13% rate increases.

Attorney G. Michael noted that rate increases are an issue for the Commissioners. There will need to be a public hearing on this matter. He noted that there cannot be a budget that needs a rate increase without the rate increase being adopted by the Commissioners.

K. Pratt noted that the rates need to be set to meet the needs of the budget.

c. Wells 4 & 5 design update

M. Metcalf noted that the 60% drawings would be going to the District on Friday. He noted UE wants to sit down with R. Miner and K. Gurney again to make sure that the District is okay with the design. Then UE will meet with the town departments. One potential change UE is assessing is on-site backwash disposal. The intent has been for backwash to go to the sewer which will require MVD to go through the Industrial Pre-Treatment (IPT) program. For this process an equalization tank is likely to be needed due to the concern that a large volume of water will be released at one time. Untreated well water is used to backwash. An alternative to the sewer discharge is an infiltration basin. There is no cost estimate at this time for this potential alternative relative to the sewer connection cost but M. Metcalf noted he will update the District when these numbers are obtained.

K. Pratt noted that the budget for this treatment facility is approximately \$4.1M.

M. Metcalf noted that the design should be completed by winter 2018 with the ground-breaking in the spring of 2019 and the facility coming on line in 2020. There will be one contract for the entire project. The plans will include the potential for future expansion. There are no soil liquefaction issues at this site as there were at Wells 7 & 8, but the soil bearing capacity at this site will be reviewed.

3. Board of Commissioners to discuss with Jamie Emery of Emery & Garrett Groundwater:

a. Proposal to plot/graph sampling data and PFAS trends for MVD

J. Emery noted the majority of the water supply from the MVD is under 20 ppt of PFOA/PFOS. He noted he would like to begin plotting/graphing this data in 2019 and prepare an annual report on the water chemistry at the end of the year. J. Emery noted that the graphs could be given to MVD staff to add data in the future.

A motion was made by D. Provencher and seconded by T. Pellegrino to move that the Board of Commissioner authorize Emery & Garrett Groundwater Investigations to proceed with Proposal No. 33.P000115.19 in the amount of \$12,000 relative to water quality data collection presentation and reports dated 12/13/18 to the extent that fund are available in the current FY and to be funded by Capital Reserve fund money if the money is not available in the current FY operating budget. The remaining balance of the \$23,850 scope of work to be funded by the next fiscal year and/or Capital Reserve fund to the extent funds are available. The motion passed 5-0-0.

b. Additional grant requirements for the Witches Brook peat study

A motion was made by W. von Schoen and seconded by T. Pellegrino to move that the Board of Commissioners authorize Emery & Garrett Groundwater Investigation a sum not to exceed \$2,500 to file the Quality Assurance Project Plan (QAPP) as required by NHDES and USEPA for the Source Water Protection Grant study of peat and PFAS at Witches Brook. The motion passed 5-0-0.

c. Artificial Recharge project update

There was no discussion on this subject at this time.

d. Mitchell Woods status

The MVD is bound by the Large Groundwater Withdrawal permit for this site to do some sampling. The cost to continue to establish the baseline data for 2019 is \$7,850. The water produced from this well could be used to shave the peak usage demand. This well has no PFOA/PFOS and is very low in iron and manganese. J. Emery noted that in order to maintain the permit monitoring is required. He noted the well can produce 45 MG/year or 300 gal/min for 90-120 days. He noted this is relatively cheap money to keep a supply of this capacity in play.

e. Groundwater Monitoring

This is a water level monitoring study continuation. MVD collects data, and forwards to EGGI for trend analysis. The commissioners agree for EGGI to continue the study for \$12,500 pursuant to EGGI proposal no 33.P000116-19 dated 12/17/18.

4. Board of Commissioners to vote for acceptance of the Drinking Water and Groundwater Trust Fund grant in the amount of \$405,000 for the Wells 4 & 5 treatment plant (required for final grant application submission).

J. Lavoie noted that final grant approval by the Board is needed.

A motion was made by W. von Schoen and seconded by G. Keller to move that the Board of Commissioners of the Merrimack Village District accept a Drinking Water Ground Water Trust Fund Grant in the amount of \$405,000. The total project is estimated at \$810,000 of which the Merrimack Village District will be responsible for approximately \$405,000 with a \$405,000 match from the grant.

The grant is contingent upon acceptance by Governor and Council and a future public hearing. The motion passed 5-0-0.

5. Board of Commissioners to discuss adding a part time Public Relations position to MVD as proposed by Wolf von Schoen.

W. von Schoen noted that such a position would help make the District more understandable to the public. D. Provencher noted that he thinks that communication can be improved between the District/Board and the public. He noted this is a great idea, but is uncertain how to implement it. W. von Schoen noted he would be able to put something together and that this person may not do more than communicate with the public via social media.

J. Lavoie noted that Amy is currently running the District's website and that all information from the District is more readily available with this in-house resource. She noted that all general District information is on the website. She noted that she is not in favor of a FACEBOOK page. W. von Schoen noted that a FACEBOOK page that does not allow for input from the public can be created. This page would allow for news, updates, and links to the Board meetings. It

would allow for the public to subscribe and passively receive updates in their social media feed. It would allow for a more targeted broadcast of District information.

Attorney G. Michael noted that this idea has merit. The person doing this would need to be someone who sees what the MVD is doing and what can be done to get this information quickly and efficiently to the public.

W. von Schoen noted that technical advice would be needed to set this up, but the content would come from the Board of Commissioners. He noted that both the Department of Public Works and the Police Department have similar methods of communication with the public and have offered to help set this up with the MVD. He noted he would be willing to assist in this matter.

J. Comer suggested that research be done and further information be given to the Board. The Board unanimously supported this effort and it was decided to take the funds out of the general operating budget.

6. Board of Commissioners to discuss request by Nancy Murphy for the BOC to put forth a warrant article relative to PFAS treatment for wells 2, 3, 7 and 8.

J. Comer noted that no decision on the creation of such a Warrant Article has been made at this time.

J. Lavoie noted that Warrant Articles will be sent to the Department of Revenue Administration (DRA) for review.

D. Provencher noted that it was his intent to support this request, but he will not make such a motion this evening. He noted that more input is needed.

N. Murphy noted that she is disappointed. The public initiated a request to the Board to create such a Warrant Article. She noted that she feels that this should have been a priority for the Board. She stated that she knows there is a need for such treatment. She suggested that the Board let the voters decide this issue. She stated that she does not feel that this request is unreasonable. She stated that she feels it is more unreasonable that this request has not been met.

W. von Schoen noted that the voters have the right to tell the Board what to do. He noted that work has been done to get this information about this issue to the public. He noted that cost estimates for treatment at these wells is available. He stated that there are reasons why such a Warrant Article cannot be put forward by the MVD at this time. The tools have been given to the members of the public to allow them to create changes.

7. Old Business

There was no old business at this time.

8. New Business

There was no new business at this time.

9. Superintendent's Report

Sanitary Survey – NHDES will be at the District on 12/18/18 to do this survey.

Zeolite testing – Sampling of water from wells 4 & 5 was used in a study of Zeolite. The iron and manganese in the water samples was reduced to non-detect. The District is awaiting the results of the use of this material on PFAS.

10. Questions from the Public

Kathy Stack noted that the District has done a tremendous job making itself more visible, more transparent. She noted that the Board not presenting a Warrant Article regarding treatment for PFOA/PFOS at wells 2, 3, 7 & 8 is negligent. She noted that there is information that a consultant was discussing PFAS in 2014.

N. Murphy noted that lack of planning and forethought now becomes a problem

for the ratepayers with the proposed rate increases. She noted that the District is paying money on bond money that they are holding. She questioned whether the District should hire a paid manager. She suggested the Board include an item for legislative updates on their agenda.

Laureen Allen noted a petition signed by 349 requesting that the Board of Commissioners initiate a Warrant Article to filter out PFAS in all public water supply wells. She presented the Board with potential (draft) PFAS treatment Warrant Articles and indicated that she would like the Board to consider these articles. She questioned how much more must be done to force action from the District.

Katherine Hodge noted that such a Warrant Article will sound better coming from the Board, rather than as a petitioned Warrant Article.

L. Allen noted that the public will listen if this article is proposed by the District. She suggested that the District let the voters decide.

D. Provencher noted that he agrees with what has been said this evening, but noted that there are other compelling reasons why this motion may be more financially disadvantageous.

W. von Schoen noted that the information available to the public has given this issue a platform; that the Board has empowered the public and the public has tools it can use that they never had before. He noted the democratic process allows the public to take action.

R. Miner noted that February 15, 2019 at 5:00 PM is the deadline to submit petitioned Warrant Articles.

11. Questions from the Press

There were no questions from the press at this time.

Adjourn

A motion was made by W. von Schoen and seconded by G. Keller to adjourn the meeting at 8:12 PM. The motion passed 5-0-0.

Respectfully submitted,
Rita Pointon, Recording Secretary



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

| | | |
|---------------------------------------------------------------------------------------------------------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Participating Member: Merrimack Village District 2 Greens Pond Road Merrimack, NH 03054 | Member Number: 561 | Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624 |
|---------------------------------------------------------------------------------------------------------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Type of Coverage | Effective Date (mm/dd/yyyy) | Expiration Date (mm/dd/yyyy) | Limits - NH Statutory Limits May Apply If Not |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | | | Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person) |
| <input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto | | | Combined Single Limit (Each Accident) Aggregate |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability | 1/1/2019 | 1/1/2020 | <input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit |
| <input type="checkbox"/> Property (Special Risk Includes Fire and Theft) | | | Blanket Limit, Replacement Cost (unless otherwise stated) |

Description: Proof of Primex Member coverage only.

| | | | |
|--------------------------------------------------------------------------------------------------|---------------------------------|-------------------|----------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex ³ - NH Public Risk Management Exchange |
| NH Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095 | | | By: <i>Tammy Downer</i> |
| | | | Date: 2/13/2019 (denver@nhprimex.org) |
| | | | Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |



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| Participating Member: Merrimack Village District 2 Greens Pond Road Merrimack, NH 03054 | | Member Number: 561 | Company Affording Coverage: NH Public Risk Management Exchange - Primex ² Bow Brook Place 46 Donovan Street Concord, NH 03301-2624 | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Type of Coverage | Effective Date (mm/dd/yyyy) | Expiration Date (mm/dd/yyyy) | Limits - NH Statutory | Limits May Apply |
| <input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 7/1/2018 | 7/1/2019 | Each Occurrence | \$ 1,000,000 |
| | | | General Aggregate | \$ 2,000,000 |
| | | | Fire Damage (Any one fire) | |
| | | | Med Exp (Any one person) | |
| <input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto | | | Combined Single Limit (Each Accident) | |
| <input type="checkbox"/> Workers' Compensation & Employers' Liability | | | <input type="checkbox"/> Statutory | |
| | | | Each Accident | |
| | | | Disease - Each Employee | |
| | | | Disease - Policy Limit | |
| <input type="checkbox"/> Property (Special Risk includes Fire and Theft) | | | Blanket Limit, Replacement Cost (unless otherwise stated) | |

Description: In regards to the Grant Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

| | | | | | |
|--------------------------------------------------------------------------------|-------------------------------------|--------------------------|--------------------------|------------|----------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER: | <input checked="" type="checkbox"/> | Additional Covered Party | <input type="checkbox"/> | Loss Payee | Primex ² - NH Public Risk Management Exchange |
| NH Department of Environmental Services 29 Hazen Drive Concord, NH 03301 | | | | | By: <i>Tanya Downs</i> |
| | | | | | Date: 2/13/2019 tdenver@nhprimex.org |
| | | | | | Please direct inquires to: Primex² Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |